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Attorneys for Plaintiff  
8 James R. Glidewell Dental Ceramics, Inc.  
d/b/a Glidewell Laboratories  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 SOUTHERN DIVISION

13 JAMES R. GLIDEWELL DENTAL  
CERAMICS, INC. dba GLIDEWELL  
14 LABORATORIES, a California  
corporation,

15 Plaintiff,

16 vs.

17 KEATING DENTAL ARTS, INC., a  
18 California corporation,

19 Defendant.

20  
21 AND RELATED COUNTERCLAIMS.  
22  
23  
24  
25  
26  
27  
28

Case No. SACV11-01309-DOC (ANx)  
Hon. David O. Carter, Ctrm. 9D

**JAMES R. GLIDEWELL DENTAL  
CERAMICS, INC.'S [PROPOSED]  
VERDICT FORM: GENERAL  
VERDICT WITH ANSWERS TO  
WRITTEN QUESTIONS**

Pre-Trial Conference and Jury Trial:  
February 26, 2013

**GENERAL VERDICT**

\_\_\_\_\_ We, the jury in the above-entitled action, find in favor of Dental Ceramics, Inc. (“Glidewell”) and against Keating Dental Arts, Inc. (“Keating”) and award Glidewell the amount of \$\_\_\_\_\_.

\_\_\_\_\_ We, the jury in the above-entitled action, find in favor of Keating and against Glidewell.

**WRITTEN QUESTIONS**

Q.1: Has Keating proven that it is more probable than not that Glidewell’s registered BruxZir trademark is a generic term to relevant consumers for solid zirconia crowns and bridges?

Yes \_\_\_\_\_

No \_\_\_\_\_

Q.2: Has Keating proven that it is more probable than not that Glidewell’s registered BruxZir trademark is a descriptive term to relevant consumers for solid zirconia crowns and bridges, and lacks secondary meaning to relevant consumers?

Yes \_\_\_\_\_

No \_\_\_\_\_

Q.3: Has Keating proven by clear and convincing evidence that Glidewell abandoned its registered BruxZir trademark?

Yes \_\_\_\_\_

No \_\_\_\_\_

1 Q.4: Has Glidewell proven that it is more probable than not that it owns the  
2 registered BruxZir trademark?

3  
4 Yes \_\_\_\_

5 No \_\_\_\_  
6

7 Q.5: Has Glidewell proven that it is more probable than not that Keating's  
8 use in commerce of the KDZ Bruxer mark for its solid zirconia crowns and bridges  
9 was or is likely to cause confusion among relevant consumers as to the source,  
10 sponsorship, affiliation, or approval of Keating's goods?

11  
12 Yes \_\_\_\_

13 No \_\_\_\_  
14

15 Q.6: Has Keating proven that it is more probable than not that Keating's use  
16 of the KDZ Bruxer mark for its solid zirconia crowns and bridges constitutes a "fair  
17 use?"

18  
19 Yes \_\_\_\_

20 No \_\_\_\_  
21

22 Q.7: If you answered "yes" to Question 5 and "no" to Question 6, has  
23 Glidewell proven that it is more probable than not that Glidewell has been damaged  
24 by Keating's use in commerce of the KDZ Bruxer mark?

25  
26 Yes \_\_\_\_

27 No \_\_\_\_  
28

1 If your answer to Question 7 is “yes,” fill in the amount of damages below.

2 Damages: \_\_\_\_\_

3  
4 Q.8: If you answered "yes" to Question 5 and "no" to Question 6, has  
5 Glidewell proven that it is more probable than not that Keating has profited from its  
6 sales of goods under the KDZ Bruxer mark?

7  
8 Yes \_\_\_\_\_

9 No \_\_\_\_\_

10  
11 If your answer to Question 8 is “yes,” fill in the amount of Keating's profits  
12 below.

13 Keating's Profits: \_\_\_\_\_

14  
15 Q.9: Has Glidewell proven that it is more probable than not that Keating's  
16 infringement of Glidewell's registered BruxZir mark was intentional?

17  
18 Yes \_\_\_\_\_

19 No \_\_\_\_\_

20  
21 The Foreperson must sign and date the form and give it to the bailiff.

22  
23 For the Jury:

24  
25 By: \_\_\_\_\_  
26 Foreperson

27  
28 Dated: \_\_\_\_\_

***Glidewell Laboratories v. Keating Dental Arts, Inc.***  
**United States District Court, Central, Case No. SACV11-01309-DOC (ANx)**

**CERTIFICATE OF SERVICE**

I hereby certify that on February 19, 2013, I electronically filed the document described as **JAMES R. GLIDEWELL DENTAL CERAMICS, INC.'S [PROPOSED] VERDICT FORM: GENERAL VERDICT WITH ANSWERS TO WRITTEN QUESTIONS** the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

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Dated: February 19, 2013

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